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# TRAVEL POLICIES

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

**This policy:**

- Is not intended to cover routine local travel or local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out-of-town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors, regardless of funding sources (i.e. grants).
- Requires employees to secure the most economical means of travel, balancing cost, travel time and work requirements.
- Will be strictly enforced. Prior to travel, deviations from these guidelines must be justified in writing and approved by the Budget Director.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical arrangements available at that time.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

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# GENERAL APPROVAL

## GENERAL REQUIREMENTS

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The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony.
- As a stipulation or condition of grant funding or otherwise required for state or federal certification.
- Presentation on behalf of the City at a conference or seminar.
- Financial or tax audit.
- Site visits or operational evaluations related to departmental improvement efforts.
- Court proceedings or case preparation.
- Attendance at conferences, meetings, seminars or training sessions for which: the topic is of critical interest to the City; representation at the event is in the best interest of the City, and the topic is related to an employee's professional development.

## LIMITS ON PARTICIPANTS

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Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees unless otherwise approved by OBM. See page 15 for counties that comprise the Chicago metropolitan area.

## BOARD OF ETHICS PROVISIONS

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The two relevant provisions of the Governmental Ethics Ordinance are §§ 2-156-142(d) (10) and (12). They provide exceptions to the \$50 gift limitations for the following kinds of travel to be paid by a third party, not pursuant to a contract or grant (note: the \$50 gift limitation applies to anything given or offered beyond reasonable business-related travel, for example, golf expenses or little acrylic paperweights):

## GENERAL APPROVAL CONTINUED

- (10) Any material or travel expense for meetings related to a public or governmental educational purpose, provided that any such travel has been approved in advance by the board [of Ethics], and further provided that such travel is reported to the board [of Ethics] within 10 days of completion thereof.
- (12) Reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with meetings, public events, appearances or ceremonies related to official city business, if furnished by a sponsor of such meeting or public event, and further provided that such travel and expenses, entertainment, meals or refreshments are reported are to the board [of Ethics] within 10 days of acceptance thereof.

It is the traveler's responsibility to contact the Board of Ethics.

### TRAVEL APPROVAL PROCEDURE

- All travel arrangements are required to be secured through the City's designated travel management agency Corporate Travel Management Group (CorpTrav).
- Booking for airfare should be accessed through the CorpTrav on-line service, GetThere at [wcp.getthere.net/corptravonline](http://wcp.getthere.net/corptravonline). Phone reservations to 877-448-9868 are allowed when travel arrangements require additional services not available in the on-line booking site. An additional fee is charged when reservations are booked through the phone reservation system.
- All travel outside the Chicago metropolitan area requires approval from OBM. See page 15 for counties that comprise the Chicago metropolitan area.
- A completed Travel Request Form (page 18) and supporting documentation must be approved by the appropriate department head and submitted to OBM as far in advanced as possible, but no later than ten (10) business days prior to the date of travel.

## GENERAL APPROVAL CONTINUED

- Supporting documentation should include:
  - a cover memo from the department head justifying the benefit to the City that will result in the employee attending the conference, meeting, or training, etc.;
  - an agenda;
  - and the CorpTrav travel cost quote.
- The City is not obligated to reimburse employees for travel expenses that do not comply with the travel guidelines, or those not previously approved by OBM.
- If there is a disputed reimbursement, a representative from the Department of Finance will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account .0245, unless travel is related to a specific funding source or paid by a third party.
- Travel paid by a third party or employee, must adhere to these Travel Guidelines and the City's Ethic's rules.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

### TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES (U.S )

- All requests for City travel outside the continental U.S. must be submitted to OBM as far in advanced as possible, but no later than fifteen (15) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

# REIMBURSEABLE TRAVEL EXPENSES

## TRANSPORTATION

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- City-owned Vehicles
  - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not mileage reimbursement. Original receipts must be provided for all expenses.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
- Personal Vehicles
  - Employees may use personal automobiles for business travel within a 300-mile radius of Chicago.
  - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance mileage reimbursement or applicable Collective Bargaining Agreement, but in no event will the reimbursement exceed the cost of coach airfare.
  - Mileage reimbursement includes full reimbursement for the cost of gas and general maintenance.
  - Parking and toll expenses will be reimbursed separately with original receipts.
  - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.

Refer to the City of Chicago, Department of Fleet and Facility Management vehicle policy for other rules and regulations regarding the use of City-owned and personal vehicles.

- Car Rental
  - Car rental will not be approved for travel within the Chicago metropolitan area. City vehicles administered through

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## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

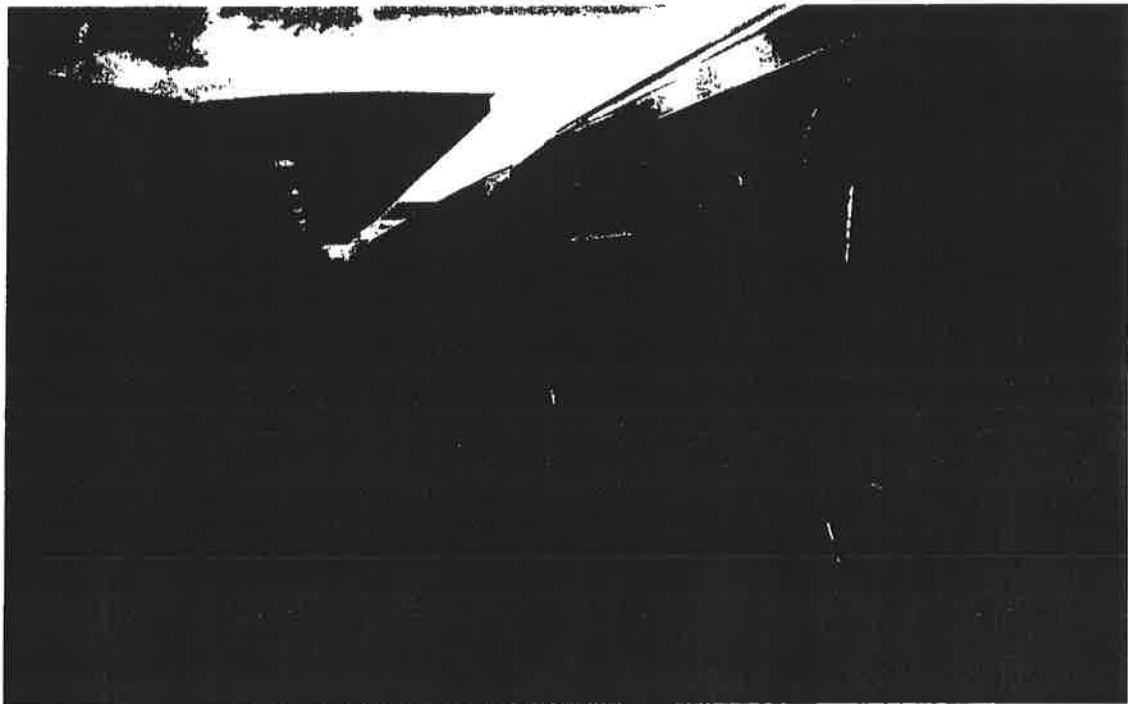
the Department of Fleet and Facility Management Flex Fleet or ZIP Car programs should be reserved for such travel.

- Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other modes of transportation impractical.
- Car rental will be reimbursed at the compact car rate unless the need for a larger car can be justified.
- Daily rental rates, taxes, surcharges, gas and car rental insurance are all considered reimbursable items.
- Only one car rental will be allowed per trip. This includes trips with multiple travelers unless previously authorized by OBM.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Original receipts are required for reimbursement.
- Common Carrier (Air, Train, Bus)
  - Reservations and ticket purchases should be made as far in advance as possible to take advantage of any available discount fares.
  - Tickets are to be booked at the most economical fare available that meets the requirement of the traveler's agenda.
  - No traveler may select tickets on a specific carrier or airport for any reason while on City business, unless it is the most economical fare.
  - First-class and business upgrades are prohibited.
  - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
  - Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.

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## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

- Ground Transportation  
(Taxis, Public Transportation, Livery Service)
  - Transportation to and from the airport is included in the ground transportation allowance in the reimbursement rate.
  - Shuttle service or public transportation is encouraged.
  - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form (page 16).
  - Livery service may be used if the cost is less than the cost of a taxi service or other means of transportation.
  - Gratuity for ground transportation is the sole responsibility of the traveler.
  - Original receipts are required for reimbursement.



## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

### LODGING

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- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" section of this policy (page 16), exclusive of applicable taxes.
- Employees may stay at higher priced hotels, but will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and if approved by OBM.
- Hotel lodging within the Chicago metropolitan area (page 15) is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement
- Original receipts are required for reimbursement.

### MEALS

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- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (page 16) section of this policy, as reimbursement for all meals inclusive of tax and gratuity. The per diem allowance is the maximum amount allowed for meals.
- Travelers are only allowed 50% of the per diem allowance on the first and last days of travel and only to the extent of their expenditure.
- Fifty percent (50%) of the per diem rate is allowed for travel that does not require an overnight stay.
- The traveler will only be reimbursed during travel for original itemized receipts submitted not to exceed the per diem allowance.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.



## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

### CONFERENCE REGISTRATION FEES

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- Registration fees should be charged to the department's education and professional development accounts (.0169) unless travel is required under a specific funding source.
- Every effort should be made to take advantage of early registration or group rate discounts.

### ADDITIONAL EXPENSES

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#### Business-Related Expenses

- Business-related expenses incurred while on City travel may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
  - Internet connections
  - Sending or receiving faxes
  - Photocopying
  - Express mail services
- Original receipts must be provided for reimbursement.

#### Laundry

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
- Original receipts are required for reimbursement.

#### Telephone Calls

- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- When possible, employees should avoid surcharges by using cell phones.

## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

- Business calls may be reimbursed at the discretion of the department head.
- Original receipts are required for reimbursement.

### Incidentals

- Reimbursement for incidental expenses will be approved at the discretion of the department head.
- Original receipts are required to reimbursement traveler for incidentals not listed above.

### Travel Expense Advances

- Cash advances are not allowed.

## TRAVEL BY CITY OF CHICAGO CONSULTANTS

Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.

- Travel by non-employees at the invitation of the City must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses within the per diem rate schedule (page 16), not a flat per diem.

## REIMBURSEABLE TRAVEL EXPENSES CONTINUED

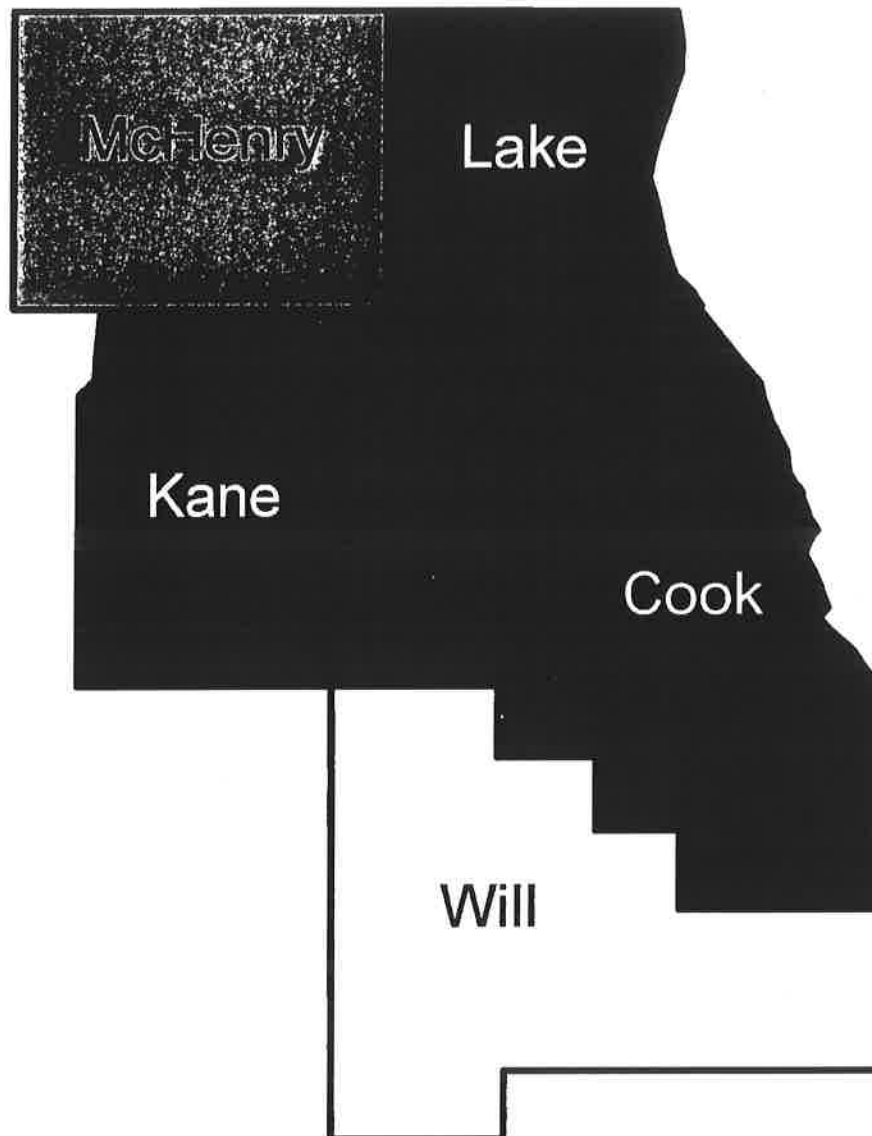
### NON-REIMBURSEABLE TRAVEL EXPENSES

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- Non-reimbursable expenses include, but are not limited to, the following:
  - Additional charges for hotel or room upgrades or special "club" floors
  - Alcoholic beverages
  - Airline baggage fees for stays of two nights or less
  - Coat check services
  - Entertainment, including but not limited to in-room movies
  - Late check-out and any guarantee charges
  - Parking or moving violation tickets
  - Personal services (i.e. health club, massage, personal maintenance)
  - Spousal or other family expenses
  - Toiletries
  - Travel accident insurance
  - Other expenses of a purely personal nature and not listed as reimbursable in these guidelines

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## CHICAGO METROPLITAN AREA



# TRAVEL REIMBURSEMENT RATES

Reimbursement rates are categorized by relative travel costs associated with certain cities. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

	GROUP 1 CITIES	GROUP 2 CITIES	GROUP 3 CITIES	GROUP 4 CITIES
	Boston, MA Los Angeles, CA Miami, FL New York, NY & Metro Areas San Francisco, CA Washington, DC & Metro Areas	Atlanta, GA Chicago, IL Baltimore, MD Philadelphia, PA San Jose, CA Seattle, WA White Plains, NY	Cleveland, OH Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Madison, WI Memphis, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Springfield, IL** St Louis, MO Tampa, FL Honolulu, HI	Columbus, OH Cleveland, OH Hartford, CT Kansas City, MO Louisville, KY Madison, WI Milwaukee, WI Nashville, TN Pittsburgh, PA
Including parking at point of departure	\$55	\$50	\$40	\$40
AIR: Coach Economy RAIL: Economy PERSONAL CAR** \$ .565/mile	Coach Economy Economy \$ .565/mile	Coach Economy Economy \$ .565/mile	Coach Economy Economy \$ .565/mile	Coach Economy Economy \$ .565/mile
Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement	\$250	\$225	\$150	\$125
Including tax and gratuity	\$65	\$60	\$55	\$50

\* Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2012 rate is listed.  
 \*\* When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group 3.

CITY OF CHICAGO TRAVEL GUIDELINES

# TRAVEL REQUEST FORM

Name \_\_\_\_\_ Department \_\_\_\_\_  
Purpose of Travel \_\_\_\_\_ Bureau/Division \_\_\_\_\_  
Destination \_\_\_\_\_  
Funding Code \_\_\_\_\_ Departure Day and Date \_\_\_\_\_  
(If more than one code is used, specify amount per code) Return Day and Date \_\_\_\_\_  
Third Party Travel ☐ If yes, please provide documentation from the Board of Ethics confirming review

## TRAVEL EXPENSE ESTIMATE

TO BE COMPLETED AND SUBMITTED 10 BUSINESS DAYS PRIOR TO TRAVEL TO THE  
OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION

Estimated Expense(s) Pick City \_\_\_\_\_  
Transportation \$ \_\_\_\_\_  
Ground Transportation \$ \_\_\_\_\_  
Meals # of days of travel \_\_\_\_\_  
1st and last day 1/2 the per diem rate \_\_\_\_\_ days @ \_\_\_\_\_ per day \$ \_\_\_\_\_  
Lodging \_\_\_\_\_ nights @ \_\_\_\_\_ per day \$ \_\_\_\_\_  
Registration (Acct 0169) \$ \_\_\_\_\_  
Other Expenses (please list)  
Other \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
CorpTrav Service Fee \$ \_\_\_\_\_  
TOTAL ESTIMATE \$ \_\_\_\_\_

I have reviewed this travel request, and find

- The purpose of this trip fulfills an important public objective,
- This trip adheres to the City of Chicago Travel Policy, and
- The purpose of the trip cannot be fulfilled locally

TRAVELER \_\_\_\_\_ DATE \_\_\_\_\_  
DEPARTMENT HEAD \_\_\_\_\_ DATE \_\_\_\_\_  
OBM ANALYST \_\_\_\_\_ DATE \_\_\_\_\_  
OBM DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
CHIEF OF STAFF\* \_\_\_\_\_ DATE \_\_\_\_\_

\* for international travel and non-employees

Please attach approved Request Form to Expense Statement when submitting for reimbursement

CITY OF CHICAGO TRAVEL GUIDELINES

# GUIDELINES

[illegible]





## Exhibit 11

### Data Protection Requirements for Contractors, Vendors and Third-Parties

FINAL (4/2/13) with contract specific modifications – per Agreement section 2.5(a) contact City before providing this to Software vendors

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity, the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information

#### 1 Information Security Contractor agrees to the following

- 1.1 General Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so
- 1.2 Access to Data In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice
- 1.3 Minimum Standard for Data at Rest and Data in Motion Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation, 800-77, Guide to

IPsec VPNs, or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated

- 1 4 Where Data is to be Stored All data must be stored only on computer systems located in the continental United States
- 1 5 Requirement to Maintain Security Program Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doit/supp\\_info/initiatives\\_-\\_informationsecurity.html](http://www.cityofchicago.org/city/en/depts/doit/supp_info/initiatives_-_informationsecurity.html) ("City Program") Contractor shall be responsible for establishing and maintaining an information security program that is designed to (i) ensure the security and confidentiality of Protected Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information, (iii) protect against unauthorized access to or use of Protected Information, (iv) ensure the proper disposal of Protected Information, and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing
- 1 6 Undertaking by Contractor Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program
- 1 7 Right of Audit by the City of Chicago The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement During the performance of the Services, from time to time and with a minimum of 30 days notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an audit of Contractor's information security program In lieu of an audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program
- 1 8 Audit by Contractor During commercially reasonable intervals, Contractor shall conduct an independent third-party audit of its information security program from time to time and provide such audit findings to the City of Chicago, all at the Contractor's sole expense Findings may be redacted and be subject to confidentiality limitations
- 1 9 Audit Findings Contractor shall implement at its sole expense any reasonable remedial actions as identified by the City as a result of the audit
- 1 10 Demonstrate Compliance - PCI No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard) Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor)
- 1 11 Demonstrate Compliance - HIPAA / HITECH If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City As specified in 1 3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals "
- 1 12 Data Confidentiality Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody
- 1 13 Compliance with All Laws and Regulations Contractor agrees that it will comply with all applicable laws and regulations

- 1 14 Limitation of Access To the extent permitted by law, Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering or (ii) a felony Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above Contractor shall assure that all contracts with subcontractors impose substantially similar obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations
- 1 15 Data Re-Use Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority
- 1 16 Safekeeping and Security Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office
- 1 17 Mandatory Disclosure of Protected Information If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential
- 1 18 Data Breach Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor
- 1 19 Data Sanitization and Safe Disposal All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220 28-M 3-pass specifications Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications
- 1 20 End of Agreement Data Handling The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first